the water as having come on his land, unless it was in the form of seepages.

1. Waters and Water Courses (§ 107 (2)*)—Party Receiving Water from Mountain Spring through Seepage Is Not Entitled to Enjoin Piping Water from Spring.—Where the waters of a mountain spring appear in a hollow on complainant's land in the form of seepage, or percolating waters only, he is not entitled to relief by injunction against owners diverting the spring water through pipes.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 677.]

3. Waters and Water Courses (§ 107 (3)*)—Evidence Held Not to Show Reduction of Flow on Complainant's Land, Due to Defendants' Piping from Spring.—In a suit to enjoin parties owning a mountain spring from piping water, evidence held not to show that reduction, if any, of the annual flow upon complainant's land is traceable to defendants' piping the spring.

Appeal from Circuit Court, Tazewell County.

Bill by C. T. Heninger against A. M. McGinnis and others. From decree dismissing his bill, plaintiff appeals. Affirmed.

Werth & Werth, of Tazewell, for appellant.

Greever, Gillespie & Divine, of Tazewell, for appellees.

SURRATT et al. *v.* ESKRIDGE.

Sept. 22, 1921.

[108 S. E. 677.]

1. Bankruptcy (§ 303 (3)*)—Evidence Held to Show Bankrupt's Conveyances to Have Been Made with the Bona Fide Purpose of Preferring Grantees to Extent of Bona Fide Debts.—In action involving validity of conveyances by bankrupt to his son and wife made within four months prior to filing of bankruptcy petition, evidence held to prove that the bankrupt, though he knew at the time he made the conveyances that he was insolvent, conveyed the land with the sole bona fide purpose of preferring the wife and son as creditors to the extent of their bona fide debts without the actual intent to deprive or defeat other creditors of any rights they might have under the Bankruptcy Act and without the contemplation that he would go or be forced into bankruptcy at any time.

2. Bankruptcy (§ 180*)—Bankrupt's Conveyances with Bona Fide Intent to Prefer Creditors to Extent of Bona Fide Debts Held Valid; "Hinder, Delay, or Defraud."—Bankrupt's conveyances, made with knowledge of his insolvency within four months prior to the filing of bankruptcy petition, to his son and his wife in payment of pre-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

existing bona fide debts, of land not exceeding in value the amount of such debts, for the sole bona fide purpose of preferring the son and wife as creditors to the extent of their bona fide debts and without actual intent to deprive other creditors of their rights under the Bankruptcy Act (U. S. Comp. St. §§ 9585-9656) or Code 1919, § 5184, relating to fraudulent conveyances, or under the common law, and without contemplation of going or being forced into bankruptcy, held not void, not having been made as a matter of law with the intent to "hinder, delay or defraud" creditors within Bankruptcy Act of 1898, § 67e, notwithstanding section 60b.

[Ed. Note.—For other definitions, see Words and Phrases, Second Series, Hinder, Delay, and Defraud.]

3. Fraudulent Conveyances (§ 115 (1)*)—Conveyance Preferring Bona Fide Creditors Valid.—Under the common law and statutes against fraudulent conveyances, an insolvent debtor, known by himself at the time to be insolvent, may make a valid conveyance of a portion or the whole of his assets to a bona fide creditor or creditors in satisfaction or on account of existing indebtedness if that is his sole purpose, and the transfer is for full value, although conveyance is intended to give creditor a preference to the exclusion of others.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 540.]

Appeal from Circuit Court, Pulaski County.

Suit by A. T. Eskridge, trustee in bankruptcy, against McNeal Surratt and others. Decree for complainant, and defendants bring error. Reversed and suit dismissed.

F. W. Morton, of Pulaski, for plaintiff in error.

H. C. Gilmer, of Pulaski, for defendant in error.

JABBOUR BROS. *v.* HARTSOOK.

Sept. 22, 1921.

[108 S. E. 684.]

1. Landlord and Tenant (§ 291 (13)*)—Verdict for Defendant Held Not Supported by Evidence.—Where the lease forbade subletting and provided for termination for arrears in rent, but defendant sublet part of the property and agreed to pay additional rent therefor, undisputed evidence in an action for unlawful detainer that the increased rent had not been paid when notice to quit was served, which terminated the lease, held insufficient to sustain a verdict for defendant.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 112.]

2. Landlord and Tenant (§ 108 (2)*)—Tender of Overdue Rent after Termination of Lease Ineffectual.—Where a lessor gave notice

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.